

MID-AMERICA PIPELINE COMPANY  
RIGHT OF WAY AND CLAIMS  
1800 SOUTH BALTIMORE  
TULSA, OK 74119

R/W No. 43

# GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to Forty dollars (\$40.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

CLIFFORD MACGOWAN, JR., CLIFFORD MACGOWAN, III, CHARLES BRYAN MACGOWAN, II  
JOHN P. GAITHER, CLIFFORD GAITHER, AND DUFF GAITHER

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

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warranty BOOK.

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THIS THE 5 DAY OF Nov 2004

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hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto Mid-America Pipeline Company, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 35 feet on the North/West side and 15 feet on the South/East side of a line ~~(100)~~ (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of DeSoto State of Mississippi to wit:

All that part of the Southwest Quarter of Section 15, Township 1, Range 7 West, lying below the Mississippi-Tennessee State Line in DeSoto County, Mississippi, containing 70 acres, more or less, and lying East of Getwell Road and South of Stateline Road.

It is understood and agreed that upon the completion of the pipeline to be laid hereunder, the permanent width of this Grant of Easement shall revert to twenty (20) feet in width. Grantee shall have the right to use such additional width as may be reasonably necessary for the maintenance, inspection, repair, operation, or removal of said pipeline.

Grantee agrees to bury pipelines a minimum depth of forty-eight (48) inches from the top of the pipe to the surface of the ground.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (~~is not~~) rented for the period beginning January 1, 19 82 to Jan. 1, 19 85 on (cash) (~~xxx~~) basis to W. E. Hall, David Henry, & W. G. Vaughn

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

In Witness Whereof the said Grantor S have hereunto set their hand S and seal S, this 13<sup>th</sup> day of Feb, 1984.

WITNESS:

John P. Gaither  
JOHN P. GAITHER  
Clifford Gaither  
CLIFFORD GAITHER  
Duff Gaither  
DUFF GAITHER  
Barbara Kendall  
BARBARA KENDALL, RIGHT-OF-WAY AGENT

Clifford Macgowan, Jr.  
CLIFFORD MACGOWAN, JR.  
Clifford Macgowan, III  
CLIFFORD MACGOWAN, III  
Charles Bryan Macgowan, II  
CHARLES BRYAN MACGOWAN, II

666  
(Individual)

~~FOR USE ONLY IN NEW MEXICO, ARIZONA, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS~~

STATE OF Tennessee  
COUNTY OF Shelby } SS.

BE IT REMEMBERED, That on this 14 day of February, A.D., 19 84 before me, a Notary Public in and for said County and State, personally appeared Clifford Gaither

to me known to be the identical person described in and who executed <sup>and delivered</sup> the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.  
OCTOBER 24, 1987  
My commission expires \_\_\_\_\_ Samuel Donnell Notary Public

STATE OF TENNESSEE  
COUNTY OF HAMILTON } SS.

BE IT REMEMBERED, That on this 13 day of February, A.D., 19 84 before me, a Notary Public in and for said County and State, personally appeared John P. Gaither

to me known to be the identical person described in and who executed <sup>and delivered</sup> the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.  
My commission expires 12/18/85 Frederic A. Boyle Notary Public

STATE OF Tennessee  
COUNTY OF Shelby } SS.

BE IT REMEMBERED, That on this 14th day of February, A.D., 19 84 before me, a Notary Public in and for said County and State, personally appeared Duff Gaither

to me known to be the identical person described in and who executed <sup>and delivered</sup> the within and foregoing instrument, and acknowledged to me that he executed the same as has free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.  
My commission expires September 2, 1987 W. H. Thompson Notary Public

STATE OF Mississippi  
COUNTY OF Hinds } SS.

BE IT REMEMBERED, That on this 18th day of February, A.D., 19 84 before me, a Notary Public in and for said County and State, personally appeared Clifford McArthur Jr. and Clifford McArthur Jr.

to me known to be the identical person described in and who executed <sup>and delivered</sup> the within and foregoing instrument, and acknowledged to me that They executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.  
My commission expires Oct. 10, 1989  
My commission expires \_\_\_\_\_ Frederick E. Evers Notary Public

1:30 P.M. March 13, 1984  
In Book 170 Page 65  
J. S. Ferguson, Clerk